

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

APPLE, INC.

and

Case 10-CA-295915

COMMUNICATIONS WORKERS OF AMERICA

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by the Communications Workers of America (Charging Party or Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Apple Cumberland Mall, whose correct legal name is Apple, Inc. (Respondent) has violated the Act as described below.

1.

The charge and amended charges in this proceeding were filed by the Charging Party and served on Respondent by U.S. mail on the dates set forth in the following table:

Charge	Filing Date	Service Date
Original	May 17, 2022	May 17, 2022
First Amended	May 24, 2022	May 25, 2022
Second Amended	May 31, 2022	June 2, 2022
Third Amended	June 21, 2022	June 22, 2022
Fourth Amended	July 28, 2022	July 28, 2022
Fifth Amended	November 2, 2022	November 2, 2022

2.

(a) At all material times, Respondent, a California corporation with headquarters located in Cupertino, CA, and retail facilities located throughout the United States, including a store located at 2860 Cumberland Mall, Suite 1153, Atlanta, GA 30339 (Respondent's Cumberland Store), has been engaged in the development, manufacture and retail sale of consumer electronics, software and online services.

(b) During the past twelve months, a representative period, in the course and conduct of its business operations described above in paragraph 2(a), Respondent derived gross revenues in excess of \$500,000.

(c) During the past twelve months, a representative period, in the course and conduct of its business operations described above in paragraph 2(a), Respondent purchased and received at Respondent's Cumberland Store products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Georgia.

3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4.

At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act, and agents of Respondent within the meaning of Section 2(13) of the Act.:

- (a) (b) (6), (b) (7)(C)
- (b) (b) (6), (b) (7)(C)

6.

About the dates set forth in the table below, at the locations set forth in the table below, Respondent required employees to attend meetings during paid time at which the managers and/or supervisors addressed employees' exercise of their Section 7 rights, namely their choice of whether to support the Union.

Date	Location
(a) May 1, 2022	Respondent's Cumberland Store
(b) May 13, 2022	Sheraton Suites
(c) May 24, 2022	Cumberland Mall
(d) About April or May, 2022	Cumberland Mall

7.

About May 13, 2022, Respondent, by (b) (6), (b) (7)(C), at the Sheraton Suites, solicited employees' grievances and promised to remedy those grievances.

8.

About the dates set forth in the table below, Respondent, by the supervisor or agent identified in the table below, at the Cumberland Mall, interrogated its employees about their support for the Union, about employees' protected concerted activities and about the Union sympathies of other employees.

Date	Agent
(a) May 24, 2022	(b) (6), (b) (7)(C)

Date	Agent
(b) About April or May 2022	(b) (6), (b) (7)(C)

9.

About May 1, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's Cumberland Store, coercively told employees that if they voted for the Union they would be in a less advantageous position and could possibly lose benefits that the Employer provides.

10.

By the conduct described above in paragraphs 6 through 9, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDIES

WHEREFORE, the General Counsel further seeks an Order providing for all relief as may be just and proper to remedy the unfair labor practices alleged, including but not limited to requirements that Respondent:

- (a) Physically post the Notice to Employees at Respondent's Cumberland Store and electronically distribute the Notice to Employees to all employees employed at Respondent's facility by email, text messaging, posting on social media websites and posting on internal apps and intranet websites, if Respondent communicates with its employees by such means; and

- (b) Provide training for its managers and supervisors on their obligations under the Act to ensure future compliance with the law.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before January 4, 2023, or postmarked on or before January 3, 2023.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the

other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 4, 2023, at 10:00 a.m. (E.D.T.) at the National Labor Relations Board's Region 10 Hearing Room; 401 W. Peachtree St., NW, Suite 472; Atlanta, GA 30308, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 21, 2022



LISA Y. HENDERSON
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 10
401 W. Peachtree Street, NW
Suite 472
Atlanta, GA 30308

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 10-CA-295915

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

Apple Cumberland Mall
2860 Cumberland Mall
Suite 1153
Atlanta, GA 30339

Cameron Pierce, Esq.
Littler Mendelson, P.C.
3424 Peachtree Rd NE Ste 1200
Atlanta, GA 30326-1127

Caroline Page, Attorney
Littler Mendelson, P.C.
3424 Peachtree Rd NE Ste 1200
Atlanta, GA 30305-3208

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Communications Workers of America
4100 Perimeter Park S
Atlanta, GA 30341

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

APPLE INC.

and

COMMUNICATIONS WORKERS OF
AMERICA

CASE NO. 10-CA-295915

ANSWER TO COMPLAINT

Apple Inc. (“Apple”) hereby answers the December 21, 2022 Complaint in the above-captioned matter (“Complaint”) as follows. Apple denies that it violated the National Labor Relations Act (“Act”) as alleged and affirmatively states the Complaint is contrary to settled National Labor Relations Board (“Board”) law. Unless expressly and specifically admitted herein, Apple denies each and every allegation and request for relief in the Complaint. Apple further answers as follows:

Unnumbered Paragraph

This Complaint and Notice of Hearing is based on a charge filed by the Communications Workers of America (Charging Party or Union). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Apple Cumberland Mall, whose correct legal name is Apple, Inc. (Respondent) has violated the Act as described below.

Answer: The above allegations contain legal conclusions and argument for which no answer is required. To the extent an answer is required, Apple states that its correct legal name is Apple Inc. and denies the remaining allegations in the unnamed paragraph of the Complaint.

1.

The charge and amended charges in this proceeding were filed by the Charging Party and served on Respondent by U.S. mail on the dates set forth in the following table:

<i>Charge</i>	<i>Filing Date</i>	<i>Service Date</i>
<i>Original</i>	<i>May 17, 2022</i>	<i>May 17, 2022</i>
<i>First Amended</i>	<i>May 24, 2022</i>	<i>May 25, 2022</i>
<i>Second Amended</i>	<i>May 31, 2022</i>	<i>June 2, 2022</i>
<i>Third Amended</i>	<i>June 21, 2022</i>	<i>June 22, 2022</i>
<i>Fourth Amended</i>	<i>July 28, 2022</i>	<i>July 28, 2022</i>
<i>Fifth Amended</i>	<i>November 2, 2022</i>	<i>November 2, 2022</i>

Answer: Apple admits its counsel received a copy of the charge and amended charges in Case 10-CA-295915 (“Charges”), but is without sufficient personal knowledge to admit or deny the date(s) they were filed or actually served and therefore denies the allegations in paragraph 1 of the Complaint.

2.

- (a) *At all material times, Respondent, a California corporation with headquarters located in Cupertino, CA, and retail facilities located throughout the United States, including a store located at 2860 Cumberland Mall, Suite 1153, Atlanta, GA 30339 (Respondent’s Cumberland Store), has been engaged in the development, manufacture and retail sale of consumer electronics, software and online services.*

Answer: Because it is not clear what period of time is encompassed by the phrase “at all material times,” Apple denies the allegations in paragraph 2(a) of the Complaint. Apple otherwise admits that it is a California corporation, has a store located at 2860 Cumberland Mall, Suite 1153, Atlanta, Georgia, and is engaged in the development, manufacture, and retail sale of consumer electronics, software, and online services.

(b) *During the past twelve months, a representative period, in the course and conduct of its business operations as described above in paragraph 2(a), Respondent derived gross revenues in excess of \$500,000.*

Answer: Apple admits that during the last 12 months, it derived gross revenues in excess of \$500,000. Apple denies the remaining allegations in paragraph 2(b) of the Complaint.

(c) *During the past twelve months, a representative period, in the course and conduct of its business operations described above in paragraph 2(a), Respondent purchased and received at Respondent’s Cumberland Store products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Georgia.*

Answer: Apple admits, on information and belief, that during the last 12 months, it has purchased and received at its Cumberland Store products, goods, and materials valued in excess of \$5,000 from points outside the State of Georgia. Apple denies the remaining allegations in paragraph 2(c).

3.

At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

Answer: The above allegations contain legal conclusions and argument for which no answer is required. To the extent an answer is required, because it is not clear what period of time is encompassed by the phrase “at all material times,” Apple denies the allegations in paragraph 3

of the Complaint. Apple otherwise admits it is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

4.

At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

Answer: The above allegations contain legal conclusions and argument for which no answer is required. To the extent an answer is required, because it is not clear what period of time is encompassed by the phrase “at all material times,” Apple denies the allegations in paragraph 4 of the Complaint. Apple otherwise admits that the Charging Party is a labor organization within the meaning of Section 2(5) of the Act.

5.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act, and agents of Respondent within the meaning of Section 2(13) of the Act:

(a) (b) (6), (b) (7)(C)
(b) (b) (6), (b) (7)(C)

Answer: The above allegations contain legal conclusions and argument for which no answer is required. To the extent an answer is required, because it is not clear what period of time is encompassed by the phrase “at all material times,” Apple denies the allegations in paragraph 5 of the Complaint. Apple admits that (b) (6), (b) (7)(C) held the title (b) (6), (b) (7)(C) and states that (b) (6), (b) (7)(C) held the title (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) 2022. Apple further admits that (b) (6), (b) (7)(C), in those managerial capacities only, were its supervisors within the meaning of Section 2(11) of the Act, and its agents within the meaning of Section 2(13) of the Act during (b) (6), (b) (7)(C) 2022.

6.

About the dates set forth in the table below, at the locations set forth in the table below, Respondent required employees to attend meetings during paid time at which the managers and/or supervisors addressed employees' exercise of their Section 7 rights, namely their choice of whether to support the Union.

<i>Date</i>	<i>Location</i>
<i>(a) May 1, 2022</i>	<i>Respondent's Cumberland Store</i>
<i>(b) May 13, 2022</i>	<i>Sheraton Suites</i>
<i>(c) May 24, 2022</i>	<i>Cumberland Mall</i>
<i>(d) About April or May, 2022</i>	<i>Cumberland Mall</i>

Answer: Apple denies the allegations in paragraph 6 of the Complaint, including each of its subparts (a) through (d).

7.

About May 13, 2022, Respondent, by (b) (6), (b) (7)(C), at the Sheraton Suites, solicited employees' grievances and promised to remedy those grievances.

Answer: Apple denies the allegations in paragraph 7 of the Complaint.

8.

About the dates set forth in the table below, Respondent, by the supervisor or agent identified in the table below, at the Cumberland Mall, interrogated its employees about their support for the Union, about employees' protected concerted activities and about the Union sympathies of other employees.

<i>Date</i>	<i>Agent</i>
<i>(a) May 24, 2022</i>	(b) (6), (b) (7)(C)
<i>(b) About April or May 2022</i>	(b) (6), (b) (7)(C)

Answer: Apple denies allegations in paragraph 8 of the Complaint, including its subparts

(a) and (b).

9.

About May 1, 2022, Respondent, by (b) (6), (b) (7)(C), at Respondent's Cumberland Store, coercively told employees that if they voted for the Union they would be in a less advantageous position and could possibly lose benefits that the Employer provides.

Answer: Apple denies the allegations in paragraph 9 of the Complaint.

10.

By the conduct described above in paragraphs 6 through 9, Respondent has been interfering with, restraining and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

Answer: Apple denies the allegations in paragraph 10 of the Complaint.

11.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Answer: Apple denies the allegations in paragraph 11 of the Complaint. Apple further denies it has committed any unfair labor practice, denies all allegations in the “Wherefore” clauses in the Complaint, and denies any remedial Order or relief sought is appropriate or lawful.

WHEREFORE except as expressly and specifically admitted above, Apple specifically denies each and every allegation or request for relief in the Complaint.

AFFIRMATIVE AND OTHER DEFENSES

1. The Complaint does not allege facts sufficient to establish a violation of the Act or state any claim upon which any relief sought may be granted.

2. The Complaint allegations are impermissibly vague and ambiguous, and therefore are a denial of Apple's due process rights under the Act and the U.S. Constitution.

3. The Complaint, and underlying Charge and Amended Charges, are frivolous and

were filed and made in bad faith, and for vexatious and improper purposes, including to infringe upon Apple's statutory and constitutional rights and the operation of its business.

4. To the extent the Complaint contains allegations that are beyond the scope of the Charge and Amended Charges, or evidence offered at trial is not encompassed within the Charge and Amended Charges, as required in Section 10(b) of the Act, such allegations and/or evidence are barred.

5. The Complaint was issued without affording Apple adequate notice of the purported basis for the underlying Charge, Amended Charges, and/or a fair and equal opportunity to present evidence responding to the Charge and Amended Charges, thus depriving Apple of the due process to which it is entitled under the Act and the U.S. Constitution.

6. Apple has at all times acted in good faith, for legitimate non-discriminatory reasons, consistent with its rules and past practices, and in compliance with the Act and Board and federal court decisions interpreting the Act.

7. Through this Complaint, the General Counsel is engaged in improper rulemaking in violation of the Administrative Procedures Act.

8. Apple has not, at any time, interfered with, restrained, or coerced employees in the exercise of their Section 7 rights under the Act.

9. The same actions would have been taken by Apple even in the absence of the protected or union activities alleged in the Complaint or otherwise.

10. The Complaint conflicts with, is contrary to, and is precluded by the free speech rights Apple has under Section 8(c) of the Act and the U.S. Constitution.

11. The Complaint is barred to the extent that its allegations conflict with, are contrary to, and are precluded by Section 10(c) of the Act.

12. The Board is not empowered to substitute its judgment for Apple's lawful operational and/or employment decisions.

13. Even if any allegation in the Complaint is found to be a violation of the Act, which they are not, a retroactive remedy would be a manifest injustice and denial of due process.

14. To the extent any statement made by any of Apple's agents and/or supervisors was an incomplete or misstatement of law, neither constitutes, nor can be used as, evidence of an unfair labor practice.

15. If any conduct alleged in the Complaint is found to be a violation of the Act, which it is not, said conduct had a *de minimis* impact on the rights guaranteed by Section 7 of the Act and no remedy exists that would further the purposes of the Act.

16. The General Counsel lacks the proper authority to issue and litigate the Complaint.

17. The Act, as interpreted and/or applied in this matter, is unconstitutional.

18. The Complaint fails, in whole or in part, based on the equitable doctrines of laches, waiver, and/or unclean hands.

19. Any admission(s) herein, unless otherwise specified, is made with the limited interpretation that the otherwise undefined phrase "at all material times" refers strictly to a limited timeframe covering only the period of time during which the disputed "allegations" contained in the Complaint are being claimed.

20. Apple reserves the right to amend, modify, revise, and plead further any additional defenses, affirmative or otherwise, during the course of these proceedings.

WHEREFORE, Apple requests that an Order dismissing the Complaint in its entirety with prejudice, be entered and that Apple have such other and further relief to which it may be entitled.

Dated: January 4, 2023

/s/ Cameron Pierce

Cameron Pierce

cpierce@littler.com

Caroline Page

cpage@littler.com

LITTLER MENDELSON, P.C.

3424 Peachtree Road NE, Suite 1200,

Atlanta, GA 30326

Attorneys for Apple Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on this 4th day of January 2023, in NLRB Case 10-CA-295915, I served the ANSWER TO COMPLAINT by electronic mail upon the Charging Party's representative:

Robert M. Weaver
CWA District 3 Counsel
Communications Workers of America
4100 Perimeter Park S
Atlanta, GA 30341
rweaver@cwa-union.org

/s/ Cameron Pierce
Cameron Pierce